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April 1, 1999

RECORDATION NO. 22116

FILED

APR 15 '99

4-20PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of an Assignment and Assumption Agreement, dated as of April 1, 1999, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: General Electric Railcar Services Corporation
33 West Monroe Street
Chicago, Illinois 60603

Assignee: Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

A description of the railroad equipment covered by the enclosed document is:

111 railcars within the series DRLX 3 through DLRX 325
set forth in Schedule A currently under lease to
Pennsylvania Power & Light Company as described in
Schedule B to the Agreement.

Mr. Vernon A. Williams
April 1, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 22116

FILED

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4-20PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of April 1, 1999, by Greenbrier Leasing Corporation, a Delaware corporation ("Assignee") and General Electric Railcar Services Corporation, a Delaware corporation ("Assignor").

WHEREAS, Assignor owns 111 railcars more particularly described on Schedule A (the "Cars") which have been leased to Pennsylvania Power & Light Company under a Car Leasing Agreement, and Rider No. 1 thereto, as described on Schedule B (the "Lease"); and

WHEREAS, pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith, Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title, and interest in the Lease and the Cars (collectively, the "Assets"); and

WHEREAS, with respect to periods on and after the date of execution and delivery of this Assignment, Assignee desires to acquire from Assignor and Assignor desires to sell to Assignee its right, title, and interest to the Assets, and Assignee is willing to assume all of Assignor's Obligations (as such terms are defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Assets with respect to periods on and after the date of execution and delivery of this Agreement.
3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods on and after the execution and delivery of this Assignment, for the benefit of Assignor and each of the other parties having interests in the Lease, hereby consents that it shall be a party to the Lease, and Assignee hereby assumes all of Assignor's Obligations under the Lease, the performance of which is due on or after the Closing Date, and agrees, to such extent, to be bound by all of the terms of the Lease.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Successors and Assigns. The terms of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

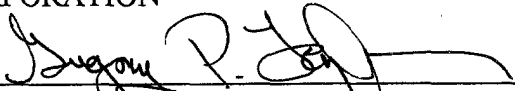
6. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State of Illinois.

7. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Assets, at Assignee's expense.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION

By: 

Its: Vice President

ASSIGNEE:

GREENBRIER LEASING CORPORATION

By: _____

Its: _____

7. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Assets, at Assignee's expense.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION

By: _____

Its: _____

ASSIGNEE:

GREENBRIER LEASING CORPORATION

By: Norris M. Webb

Its: Executive Vice President

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

On this 31st day of March, 1999, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Janet E. Johnston
NOTARY PUBLIC

My commission expires: 5/28/2002



STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 1999, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he or she is the _____ of _____, that the foregoing instrument was signed on behalf of said corporation, and acknowledged that the execution of the said instrument was his or her own free act and deed.

NOTARY PUBLIC

My commission expires: _____

[illegible]

On this ____ day of _____, 1999, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

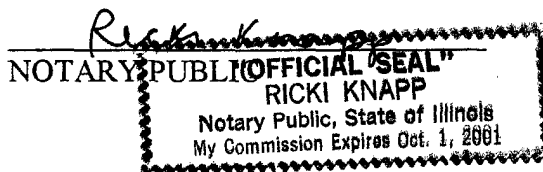
NOTARY PUBLIC

My commission expires: _____

STATE OF Illinois)
) ss.
COUNTY OF COOK)

On this 31st day of March, 1999, before me personally appeared Careg Taylor, to me personally known, who being by me duly sworn, says that he or she is the Vice President of General Electric Railroad Services Corporation, that the foregoing instrument was signed on behalf of said corporation, and acknowledged that the execution of the said instrument was his or her own free act and deed.

- My commission expires: 10/01/01



Schedule A
to Assignment and Assumption Agreement

Line No.	Car Type	Car Type Description	Car Marks	Car Numbers
1	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	3
2	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	4
3	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	107
4	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	109
5	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	111
6	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	112
7	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	117
8	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	120
9	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	121
10	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	124
11	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	126
12	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	128
13	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	131
14	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	132
15	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	134
16	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	136
17	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	137
18	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	139
19	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	140
20	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	141
21	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	142
22	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	144
23	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	146
24	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	148
25	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	149
26	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	151
27	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	153
28	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	155
29	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	156
30	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	158
31	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	159
32	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	163
33	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	166
34	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	169
35	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	171
36	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	175
37	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	179
38	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	180
39	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	181
40	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	185

Schedule A
to Assignment and Assumption Agreement

Line No.	Car Type	Car Type Description	Car Marks	Car Numbers
41	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	187
42	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	189
43	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	191
44	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	194
45	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	198
46	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	199
47	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	200
48	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	201
49	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	202
50	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	207
51	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	210
52	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	212
53	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	213
54	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	215
55	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	219
56	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	221
57	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	225
58	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	229
59	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	230
60	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	233
61	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	234
62	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	236
63	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	238
64	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	240
65	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	242
66	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	243
67	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	245
68	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	246
69	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	247
70	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	248
71	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	249
72	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	252
73	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	253
74	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	254
75	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	255
76	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	260
77	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	261
78	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	264
79	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	265
80	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	266

Schedule A
to Assignment and Assumption Agreement

Line No.	Car Type	Car Type Description	Car Marks	Car Numbers
81	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	268
82	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	271
83	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	272
84	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	273
85	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	277
86	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	278
87	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	281
88	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	284
89	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	287
90	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	288
91	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	291
92	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	292
93	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	293
94	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	294
95	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	295
96	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	296
97	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	298
98	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	299
99	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	302
100	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	305
101	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	306
102	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	307
103	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	309
104	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	313
105	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	316
106	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	317
107	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	319
108	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	320
109	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	321
110	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	322
111	J311	4,000 c.f. rotary coal gondola 100 ton	DLRX	325

SCHEDULE B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

DESCRIPTION OF LEASE

A Car Leasing Agreement between General Electric Railcar Services Corporation and Pennsylvania Power and Light Company dated September 8, 1998, and Rider No. 1 thereto dated September 8, 1998, covering one hundred eleven (111) 4,170 cubic foot steel rotary coal gondola cars marked and numbered DLRX 3 through DLRX 325, not inclusive.